

**REQUEST FOR PROPOSAL
CONCESSION SERVICES
for
NORTH BEACH BATHHOUSE**

Attention: All Concession Contractors

NOTICE is hereby given that sealed proposals endorsed with the name of the Bidder and plainly marked "Official Notice #24-2016", will be received in the Office of the City of Racine's Purchasing Agent, 730 Washington Avenue, Room 105, Racine, WI 53403; until 10:00 a.m., December 7, 2016 for the concession agreement at North Beach. Immediately thereafter all proposals shall be publicly opened and read aloud. No selection will be made at time of opening. Any proposals received after the above time and date will not be accepted and will be returned unopened.

PROPOSAL DOCUMENTS are on file, available for inspection and copies may be obtained at the Office of the City of Racine's Purchasing Agent, 730 Washington Avenue, Room 105, Racine, WI 53403. Telephone (262) 636-9143. All proposals must be submitted on forms provided by the City of Racine's Purchasing Agent.

In making the award for furnishing this service, other factors than price may be considered, such as local and past experience, adaptability to the City's requirements, etc.

If a proposal is accepted, the Bidder will execute a contract agreement and file Insurance as required by the Contract Documents within ten (10) days after award of the Contract Agreement by the City of Racine. Premium of Bonds and Insurance shall be paid for by the Lessee. No proposal shall be withdrawn for a period of sixty (60) days subsequent to opening of all proposals.

A pre-proposal site visit pertaining to this RFP is scheduled, and will begin promptly at 1:00 p.m. to permit bidders an opportunity to inspect the facilities at North Beach, 100 Kewaunee Street, Racine, Wisconsin 53403. Please inform the Purchasing Department if handicapped access or special accommodations are needed at the time of the pre-proposal meeting or the public proposal opening at 262-636-9143.

The former concessionaire's name and contact information is as follows: Scott Jensen 262-939-7440.

THE CITY OF RACINE through its duly authorized representatives, reserves the right to reject any or all proposals, waive all technicalities, and to accept any proposal deemed most advantageous to the City of Racine. All bidders by submitting their proposal agree to abide by the rules, regulations and decisions of the City of Racine.

Kathryn Kasper
Purchasing Agent

1. Introduction

The City of Racine is interested in the private concession services of North Beach Bathhouse Concession. North Beach Park is part of the City of Racine Park System.

2. Premises

The City of Racine hereby requests proposals for the term and upon the conditions hereinafter set forth for those certain premises situated in the City of Racine, State of Wisconsin described as follows:

- A. North Beach Park Concession/Bathhouse area located in the City of Racine and more particularly described in the map attached hereto as Exhibit "A".
- B. North Beach Park located in the City of Racine and more particularly described in the map attached hereto as Exhibit "B".

The term "premises" refers to the structure (Bathhouse) and improvements located thereon with those exceptions so stated.

3. Request for Proposal (RFP) Schedule

Pre-proposal Site Visit.....	November 18, 2016
Deadline for Bidders Questions.....	November 28, 2016
RFP Addenda/Amendments	November 30, 2016
Proposal Due Date	December 7, 2016
Interviews (if needed).....	December 2016
Award of Contract (subject to City Council approval).....	January 2017
Begin Contract (subject to award date).....	May 1, 2017

Any firm invited for an interview shall be notified by City of Racine on or before December 15, 2016. Once the interview dates and times have been established, requests for alternate dates and times will not be considered. Interviews will be held in the Office of the Director of Parks, Recreation and Cultural Services, 800 Center Street, Room 127, Racine, WI 53403.

4. Contents of Proposal

Each bidder will submit a complete and accurate proposal form that will include the following items:

A. Proposal Narrative

Provide a clear narrative statement identifying and detailing a proposed business operation for the premises called for in this RFP.

City of Racine is open to creative proposals for the use of the contracted premises that could include the following general parameters and conditions:

Allow Concessionaire to use the identified areas of the premises for exclusive concession business purposes, while maintaining adequate public access to park facilities; i.e., bathhouse, patio area.

- Park hours shall be from sunrise to 10:00 p.m.
- Allow Concessionaire ability to secure music licenses; i.e., BMI, SESAC, ASCAP, to provide amplified and live music entertainment.
- Allow Concessionaire ability to secure licenses to serve food, refreshments, beverages, including fermented malt beverages, and merchandise.
- With prior written approval of the City, the Concessionaire shall have the ability to schedule other special events with accessed rental fees for the additional requested park use.
- The Concessionaire will accept building janitorial obligations for the leased areas.
- The Concessionaire will accept all grounds maintenance, cleanup and litter control obligations for the premises based on Exhibit "A".

B. Contract Payment

Lease payment percentages to be made to City of Racine on or before the twenty-fifth day of each month. See Section A in proposal form.

C. Additional Commitments

Concessionaire may propose commitments and/or maintenance items to be accomplished over and above the requirements and standards set hereto.

D. Bidder's Experience

1. Provide a clear narrative statement, which indicates the bidder's past performance and familiarity with the work to be conducted.

Include comments on the ability of the firm and key personnel to carry out the terms of the contract in regard to:

- Service. Service to the public is of utmost concern, and City of Racine wishes to have an excellent park-patron relationship.
- Public accommodation and service. Employees at all times shall be competent and able to deal effectively and courteously with the general public in a recreational setting.
- Operations. Concessionaire shall have knowledge and understanding of the principles, standards and practices of management and shall implement and utilize such principles and practices in the operation of the contracted facilities.

2. Provide a minimum of three references for which the bidder has provided similar services as described in the proposal.

E. Financial Responsibility

A statement showing the Bidder's financial wherewithal and capability to acquire and maintain the necessary equipment and furnishings as necessary under this proposal. A form is in this packet to assist with preparation.

5. Instructions, Terms and Conditions for Submittal

- A. The sole point of contact for questions during this RFP process shall be:

Kathryn Kasper
City of Racine
Purchasing Agent
730 Washington Avenue
Racine, WI 53403
Phone: (262) 636-9143
Fax: (262) 636-9100
E-mail: kathryn.kasper@cityofracine.org

- B. Deadline for submission of the proposal is 10:00 a.m., December 7, 2016. Immediately thereafter all proposals shall be publicly opened and the proposer's names read aloud. No selection will be made at time of opening. Any proposals received after the above time and date will not be accepted and will be returned unopened.
- C. Bidders shall submit three (3) hard copies and one electronic copy of the proposal to:
- City of Racine Purchasing Agent
730 Washington Avenue
Room 105
Racine, WI 53403
- D. Sealed proposal, endorsed with the name of the bidder, shall be plainly marked in the lower left hand corner of the envelope as follows: OFFICIAL NOTICE #24-2016
- E. Any proposal received in an envelope not clearly marked as specified above may be rejected.
- F. All proposals, reports, drawings and other work generated by the bidder pursuant to the work described in this RFP shall become the property of the City of Racine.
- G. It is the bidder's responsibility to comply with all instructions, terms and conditions in order to assure consideration of its proposal.
- H. The proposal must be signed by the person or persons authorized to legally bind your firm or it will not be considered. The person signing the offer must initial erasures or other changes.

- I. City of Racine does not agree to arbitration clauses in its contracts nor does it accept contractual limits to bidder liability.
- J. Proposals may be withdrawn at any time prior to the opening.
- K. By submitting a proposal, the bidder guarantees that it will keep its initial offer open for at least 60 days.
- L. City of Racine reserves the right to revise or amend the RFP in response to a need for further clarification, specification and/or requirement changes including new opening date prior to the due date. Such revisions and amendments, if any, will be announced by an addendum or addenda to the RFP and will be posted on the City of Racine Purchasing web page. Copies of any such addenda will be furnished to all registered RFP holders. Bidders are required to acknowledge receipt of all addenda by listing such addenda on the Proposal Form. Failure to acknowledge an amendment may result in rejection of the proposal.

6. Bidder's Questions

- A. Bidders are reminded to carefully examine the proposal and specifications upon receipt. If the Bidder does not fully understand the Request for Proposal or is in doubt as to the City's ideas or intentions concerning any portion of the Proposal, she/he shall submit any/all questions in writing via email to Kathryn Kasper, Purchasing Agent, by the deadline, for interpretation or correction of any of the printed material.
- B. Answers to all questions will be sent to Bidders who have attended the site visit by the date specified in the RFP schedule in the form of a proposal addendum. If necessary, an extension will be made to the bid opening date.
- C. If the Bidder receives a proposal packet from any source or entity other than the City of Racine, the Bidder is responsible for contacting the City of Racine Purchasing Agent and request the firm's name be put on the Bidder's list for the project. Failure to do so in no way obligates the City to send out addendum or other information concerning this request to the firm.

7. Addenda

Any changes made as a result of a written request will be issued via RFP addenda to all prospective Bidders and if necessary, an extension will be made to the bid opening date.

8. Cost Incurred in Responding to this RFP

City of Racine shall not be liable for any costs incurred by bidders in responding to this RFP or for any costs associated with discussions required for clarification of items relating to this RFP.

9. Pre-Proposal Site Visit

A pre-proposal site visit pertaining to this RFP is scheduled for and will begin promptly at 1:00 p.m. to permit bidders an opportunity to inspect the facilities at North Beach, 100 Kewaunee Street, Racine, Wisconsin.

10. Evaluation of Bidder's Proposal

A. The successful bidder shall not be chosen strictly based on the lease payment or other financial commitments. Experience, qualifications, proposed activities, financial capabilities and other relevant information shall also be considered in making the selection.

B. City of Racine will evaluate and rank each proposal on the basis of the following evaluation criteria. Percentages indicate the proportional weight of each criterion.

Lease Payment and other financial commitments.....	45%
Experience and qualifications	30%
Financial Responsibility.....	15%
Overall responsiveness and compliance to RFP requirements regarding proposed business operations	10%

C. Bidder selection may be made solely on the basis of the submitted proposals or an evaluation of the proposals may be used to select one or more bidders for a personal interview. If interviews are conducted, final selection will then be based upon both interview and proposal. Not every firm submitting a proposal may be selected for an interview.

The purpose of the interviews will be to clarify and assure the bidder's full understanding of, and responsiveness to, the RFP requirements. The time, location, and requirements for the interviews will be provided to those bidders who are selected. The interviews will consist of an informal presentation by the bidder and questions and discussion between City of Racine and bidder. The interviews are not intended as an opportunity for an elaborate formal presentation or promotion by RFP respondents. RFP respondents are hereby notified that the complete interviews may be recorded at the option of City of Racine and that submittal of a proposal by the bidder indicates acknowledgement and permission for such recording.

11. Selection Process

A. Following review of the formal proposals by City of Racine, and possible interviews of bidders, City of Racine will evaluate all proposals. Drawing upon the evaluations, City of Racine will select a bidder and attempt to negotiate a contract with the selected bidder. Should such negotiations with the selected bidder prove unsuccessful, then a contract will be negotiated with a second-selected bidder by City of Racine.

B. The City of Racine reserves the right to reject any or all proposals received; cancel this RFP; issue a subsequent RFP; require confirmation of any information provided by

bidders; establish a short list of RFP respondents for interviews or clarifications; select a bidder without a short list; negotiate with any, all, or none of the RFP respondents; and enter into a contract for all, part, or none of the requested work. The City of Racine reserves the right to waive any nonmaterial technical deficiencies in the proposal.

**SPECIFICATIONS FOR OPERATING
A CANTEEN CONCESSION AT NORTH BEACH**

SERVICES TO BE PROVIDED

The services to be provided consist of providing a canteen concession service to the public from North Beach Bathhouse Concession, a City of Racine owned public park site located at 100 Kewaunee Street, Racine, WI, and more particularly described in the map attached hereto as Exhibit “A”.

SCOPE

The canteen concession contractor shall provide all services prescribed for the bid price given and shall be responsible for all labor, products, preparation, permits, storage, sales, supplies, advertising, local, state and federal taxes, and related work.

All services and products delivered shall be dispensed in a professional manner in conformance with accepted methods and practices and in strict conformance with all existing state and local codes, laws, ordinances, orders, etc., as if such legal requirements were herein set forth at length. The canteen concession contractor shall obtain and pay for all necessary licenses and permits, fees, approvals and acceptances by the legal authorities controlling such services.

LOCATION

The site said services are to be delivered is North Beach, 100 Kewaunee Street, Racine, Wisconsin at the area specified in Exhibit “B”. Contractor shall have exclusive use of the area of North Beach Bath House as shown in Exhibit “A” and shall have no rights to any other area of said building or premises, except as otherwise provided herein.

Any agreement to make major alterations, additions, major repairs, permanent decorations, restorations or improvements shall be submitted in advance of execution to the City for written approval, and Concessionaire shall furnish a copy of the Lease Agreement to any person making such major alterations, additions, major repairs, permanent decorations or improvements to the premises. **Specific authority must be granted by the City.** Such authorization shall be specifically conditioned upon Concessionaire’s agreement that Concessionaire or Concessionaire’s contractor shall supply a performance bond or letter of credit guaranteeing satisfactory completion of such construction and payment of all debts and claims arising from such construction. Any such construction permitted by the City to be made by Concessionaire shall become the property of the City.

Concessionaire shall not install any type of equipment on the roof of the building without written permission from the City.

CAPITAL IMPROVEMENTS

The City has the right to make whatever capital improvements it deems necessary or desirable at any time without expense to the Concessionaire. Before making any such improvements, the City shall meet with Concessionaire to discuss the effect of the improvement and making of such improvement upon Concessionaire's operation of the leased premises. Concessionaire shall make itself available for such discussion. The City shall make a good faith effort to minimize or limit any adverse effect of any such improvement or the making of such improvement upon Concessionaire's operation of the leased premises. The parties expressly understand and agree that Concessionaire shall not be relieved of any of its obligations under the Lease Agreement, nor shall the City be liable to Concessionaire for any interruption of, costs or damages to, Concessionaire's operation that may result from City's making any capital improvements.

The City agrees to give reasonable advance notice to Concessionaire of the date and time of any work which the City intends to do on the leased premises.

SPECIFIC CONDITIONS

This canteen concession service shall be operated under the conditions as set forth herein by the City of Racine Board of Parks, Recreation and Cultural Services Board:

1. EXCLUSIVE RIGHTS

The type of products and services delivered shall be subject to the approval of the Licensors and the Director of Parks, Recreation and Cultural Services or authorized designee.

2. FACILITIES, EQUIPMENT AND SERVICES FURNISHED BY OWNER

The facilities, equipment and services to be provided by the City of Racine Department of Parks, Recreation and Cultural Services are as follows:

A. Facilities:

1. Canteen concession area
2. Storage space
3. Restrooms
4. Parking lot

B. Equipment

1. Hot water heater
2. 4 compartment sink

C. Services Provided

1. Electricity (100 amp)
2. Water
3. Sewer
4. Spring set up of water service to facility

5. General repairs to concession area
6. Fall shut down of canteen water system
7. 6 cubic yard refuse container with minimum of two times a week pick up from mid-May to mid-September
8. The City shall be responsible, at its own expense and at no expense to Concessionaire, to provide for winterizing and care during the off-season months of the building on the leased premises, if the building is not being used by the Concessionaire. Once the building is winterized for the season, the City is under no obligation to restore water services.
9. Building security alarm
10. Recyclable pickup on Wednesday morning

3. EQUIPMENT AND SERVICES PROVIDED BY THE CANTEEN CONCESSION CONTRACTOR

Concessionaire shall enforce all current rules and City ordinances pertaining to the park and the use of the bathhouse facilities. Any additional rules proposed by Concessionaire shall be approved in writing by the City prior to their posting. Said approval by the City shall not be unreasonably withheld.

The equipment and services to be provided by the Contractor are as follows:

- A. Equipment
 1. All food preparation equipment
 2. All beverage and food cooling, freezing and dispensing equipment
 3. An appropriate cash register that produces a record of all sales
 4. All shelving and display racks
 5. Any vending machines
- B. Services
 1. Telephone service
 2. General litter control in area designated on drawing attached hereto as Exhibit "A"
 3. Must provide recycle containers

4. SUBCONTRACTING

No rights granted by the contract may be sold, assigned, mortgaged, pledged, transfer controlling interest, or sublet by the Contractor without prior written approval of the City.

5. DEFAULT

In the event that the Contractor defaults in its responsibilities under this agreement, the Board of Parks, Recreation and Cultural Services Commissioners shall give written notice of such default. If the Contractor does not cure such default within ten (10) days of the date of such notice, then the City may terminate the agreement to operate North Beach Concession immediately. The

Contractor shall make all payments owing to the City within ten (10) days after such termination. Contractor's liabilities arising under its operations shall survive termination and expiration of the agreement.

6. CONCESSION EMPLOYEES

The concession personnel shall be employees of the Contractor, and the Contractor shall be completely and entirely responsible for the acts and conduct of all persons in its employment and for the acts and conduct of all sub-concessionaires, if applicable.

7. SITE MAINTENANCE

The Contractor shall keep the concession area free and clean from all debris and dirt, shall not permit any decayed foods or similar substances to accumulate upon the premises, and shall not permit commercial product advertising matter or signs to be displayed upon the exterior of any of the premises hereby licensed.

8. SALES CONTAINER LIMITATIONS

No liquid refreshments and/or other refreshments shall be sold from the Canteen Concession in glass containers. Liquid refreshments and other food items shall be served in plastic, paper or aluminum containers, with no other containers delivered to customers.

9. OTHER REGULATIONS AND PERMITS

The Contractor shall comply with all laws, ordinances, rules and regulations of the State, City, Board of Parks, Recreation and Cultural Services Commissioners, and other public authorities and shall obtain and pay for all necessary bonds, permits and licenses. The canteen concession operation will be subject to the approval of the City of Racine Health, Fire, Electrical, and Building Inspectors, as necessary.

10. ALCOHOL BEVERAGES

No intoxicating liquor, fermented malt beverages or non-intoxicating soda water beverages shall be sold without necessary permits and licenses.

11. INSPECTION BY STAFF

Authorized representatives of the City shall have access at all reasonable times to the canteen concession area and building for the purpose of inspecting the facility, food operation and method of operation of the canteen concession.

12. STORAGE

Materials, supplies and equipment stored in the building shall be stored at the risk of the Contractor. The City shall not be responsible for these items. The Contractor shall not store

materials, supplies and equipment that do not pertain to the operation of North Beach canteen concession at the facility.

13. RESTORATION OF PREMISES

Upon expiration or termination of the contract, the Contractor shall restore the premises to the City in as good condition as at the commencement of the contract, ordinary wear and tear excepted. All supplies and merchandise shall be removed by the Contractor at the end of each term.

14. HOURS OF OPERATION

The Contractor shall operate the canteen concession at minimum the Saturday prior to Memorial Day through Labor Day of each year. The Contractor must provide services during all scheduled activities unless weather conditions preclude recreational activities. In the event of inclement weather, the contractor must give notice to the Parks, Recreation and Cultural Services Department of his intention to close (minimum one hour notice). The Parks, Recreation and Cultural Services Department will provide a schedule of events for North Beach and will give one week's notice of additional events.

The canteen concession shall be set up and ready to operate at minimum before established time of 10:00 a.m. opening and will remain open and operative through 8:00 p.m. minimum. Any additional hours must be agreed to by the Director of Parks, Recreation and Cultural Services or authorized designee.

The City shall have the right of access to any and all portions of the North Beach Bathhouse Concession premises, at any and all reasonable hours, and upon reasonable notice, for the purpose of inspecting, analyzing and/or gathering information relating to the premises itself.

15. TERM OF AGREEMENT

The term of this agreement shall be for a five (5) year period from May 1, 2017, through December 31, 2021, with an option to extend for three (3) additional one year terms, if mutually agreed to in writing by both the Concessionaire and City.

16. ACCOUNTING

A. The Concessionaire contract is based upon gross income; therefore, the Concessionaire shall submit to the City a monthly, itemized statement of gross revenue receipts from the entire operation of the concession operation on a form approved by the City of Racine which is based on the forms provided as Exhibit "C" and Exhibit "D" to this contract. This statement shall be submitted to the City by the twenty-fifth (25th) day of each month, showing an accounting of gross revenue receipts for the previous calendar month. The Concessionaire shall keep or cause to be kept such reasonable books, records, journals, accounts and ledgers as may be required to properly and accurately reflect the amounts of

revenues and expenses in accordance with generally accepted accounting principles. Said statements shall be subject to Wisconsin public records law. The prior concessionaire's report are attached for your information.

- B. The City shall have the right, at any and all reasonable hours, and upon reasonable notice, to inspect and verify the books of concessionaire with reference to the operation of the entire concession operation. The City shall have the right, at the City's expense, at any and all reasonable hours, and upon reasonable notice, to have an audit performed upon Concessionaire's operation of the concession operation, as the City may deem necessary or desirable.
- C. Concessionaire shall keep and provide to the City, upon request, all cash register tapes from all gross revenue items. Cash register tapes shall be retained by Concessionaire for each year during the term of this lease plus one additional year.

17. SECURITY DEPOSIT

- A. Concessionaire shall provide at execution of the Lease, a security deposit of Two Thousand, Five Hundred Dollars (\$2,500.00). Said \$2,500 shall be deposited in an escrow account to be invested by the City with interest earned being added to the escrow account. This deposit shall be used by the City, at the option and in the sole discretion of the City, to reimburse the City for any default of any provision(s) of the lease. Such breach shall include, but not be limited to, the failure to pay the percentage of monthly gross receipts, the failure to maintain or restore premises, failure to maintain equipment, failure to provide adequate insurance coverage, failure to pay any liens that may be filed against the premises or any equipment, or for any other violation of any term of the Agreement. City shall give to Concessionaire ten (10) days written notice of the City's intent to withdraw funds from the escrow account. The notice shall state the amount the City intends to withdraw and the act of default by Concessionaire.
- B. The total sum of Two thousand, Five Hundred Dollars (\$2,500.00) shall be on deposit by the Concessionaire with the City each year of the lease. If any amount has been expended by the City from the original \$2,500 security deposit for defaults, Concessionaire shall deposit an amount equal to the sum withdrawn by the City within 30 days of letter notification, so that the City has available to it the total sum of \$2,500 as a security deposit for the term of the lease agreement.
- C. Any balance remaining, without interest, on the security deposit in the escrow account shall be refunded by the City to Concessionaire within sixty (60) days from the date of the termination of the last year of the lease.

18. PAYMENT AND REPORT SCHEDULE

- A. The City of Racine reserves the right to audit the Contractor's records in regard to this contract. Contractor shall maintain all such records until twelve (12) months following the expiration or termination of this agreement and shall promptly deliver the canteen

concession sales records to the City upon written request.

B. Payments shall be made to the City on or before the twenty-fifth (25th) day of each month.

19. INSURANCE & INDEMNITY PROVISIONS

See attached insurance and indemnification requirement

Concessionaire shall immediately notify the City of any injury or death of any person or property damage to any property sustained by Concessionaire or legal action taken against the Concessionaire as a result of any injury or death of any person or property damage.

20. LIVE MUSIC

Live music may be played at the North Beach Bathhouse Concession on holidays and on the following days of the week as follows: Wednesday, Thursday, Friday (6:00 p.m. to 9:30 p.m.), Saturday (2:00 pm to 9:00 pm) and Sunday (2:00 p.m. to 6:00 p.m.).

21. SIGNS

Signage shall be restricted to those signs already in existence, except for special event signage that is approved in advance by the Parks, Recreation and Cultural Services Department Director (or designee) following a formal request by Concessionaire.

22. SOUND AMPLIFYING EQUIPMENT

Sound amplifying equipment, which is hereby defined as any device used for the amplification of the human voice, music or other sound (including stereos, radios and speakers), shall, at all times, be pointed to face directly to the southeast (i.e., Lake Michigan). Further, the sound levels will be controlled to a level that does not violate section 42-136 of the municipal code.

At no time shall sounds emanating from sound amplifying equipment exceed 15 DBA above the ambient sound level as measured at any property line.

23. TRAILER STORAGE

No trailer storage of any kind, except as designated by the Director of Parks, Recreation and Cultural Services (or designee) will be permitted unless the Board of Parks, Recreation and Cultural Services approves such storage in advance, following a formal request by Concessionaire. Trailers used for refrigeration purposes will be negotiated based on the amount of electrical usage.

24. ADDITIONAL RESTROOM OR MISCELLANEOUS FACILITIES

In the event additional restroom or miscellaneous facilities (i.e., tents, tables, etc.) are needed for special events, the City will be responsible for providing and removing such facilities or equipment if the event is sponsored by the City. If the event is sponsored (following prior approval of the Parks, Recreation and Cultural Services Board) by the Concessionaire, such facilities will be provided and removed by the Concessionaire, at its cost. If the event is sponsored (following prior approval of the Parks, Recreation and Cultural Services Board) by any

other organization, such facilities will be provided and removed by the respective organization, at its cost.

25. MUSIC LICENSES

The Concessionaire must provide a copy of the appropriate BMI and/or SESAC license to the City prior to each beach/concession season, and for any event during said season where a particular license is required by an individual music licensing organization.

26. EMPLOYEES ENGAGED IN AFTER-EVENT CLEANUP ACTIVITIES

The North Beach Bathhouse Concession shall be closed at such a time on a daily basis that will allow all cleanup and stocking activities to be concluded by the park's closing time (10:00 p.m.), pursuant to City Ordinance Section 70-101.

27. REST ROOM MAINTENANCE

Opening, closing, cleaning and routine maintenance of the rest room facilities on the Bathhouse property will be the responsibility of the Concessionaire. Rest room facilities will be open at 9:00 a.m. and closed no later than 10:00 p.m. Memorial Day through Labor Day.

28. MODIFICATION AMENDMENT

This lease may be modified or amended upon the mutual agreement of the parties. However, such modification or amendment must be in writing, dated and fully executed by both parties.

29. EMERGENCY ENTRY

A. If the City discovers any action or condition on the North Beach Bathhouse Concession facilities which presents a danger to the general public or which could result in substantial harm to said facilities, then in that event the City shall have an absolute right to enter upon the facility and enter into the structures and buildings thereon which may be affected by said condition and take remedial measures as it may deem appropriate. Said re-entry rights shall be confined to the area where the dangerous or harmful condition exists and shall be limited to such time period as is necessary to correct the condition.

B. The Security Deposit may be used by the City to rectify any of the conditions and actions due to emergency entry.

30. DIRECT CONTACT AND MAIL NOTICES

A. Direct contact regarding matters concerning the lease and / or operation of the North Beach Bathhouse Concession facilities shall be made in writing.

B. All formal notices shall be sent by certified mail. If there is a change in address desired or necessary for one of the parties, it shall be the obligation of that party to arrange to formally amend the lease to reflect the correct address.

- C. The City's mailing address is:
City of Racine Parks, Recreation and Cultural Services Department
800 Center Street, Room 127
Racine, WI 53403

31. MISCELLANEOUS

- A. The lease agreement shall be binding upon the parties hereto, their respective heirs, devisees, personal representatives, administrators, successors, and assigns. It cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto; any such variance or waiver must be in writing and signed by the duly authorized agent or agents who executed this agreement.
- B. No waiver by the City or Concessionaire of any breach of any provision of the lease agreement shall be deemed for any purpose to be a waiver of any breach of any other provision hereof, or of any continuing or subsequent breach of the same provision.
- C. Each right of the parties hereto is accumulative and is in addition to each other legal right which the party may have in the event of any default of the other.
- D. In the event any covenant, condition, or provision herein contained is held to be invalid by a final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.
- E. The lease agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- F. All enclosed buildings on the premises shall be smoke free and no smoking shall be enforced by the Concessionaire.

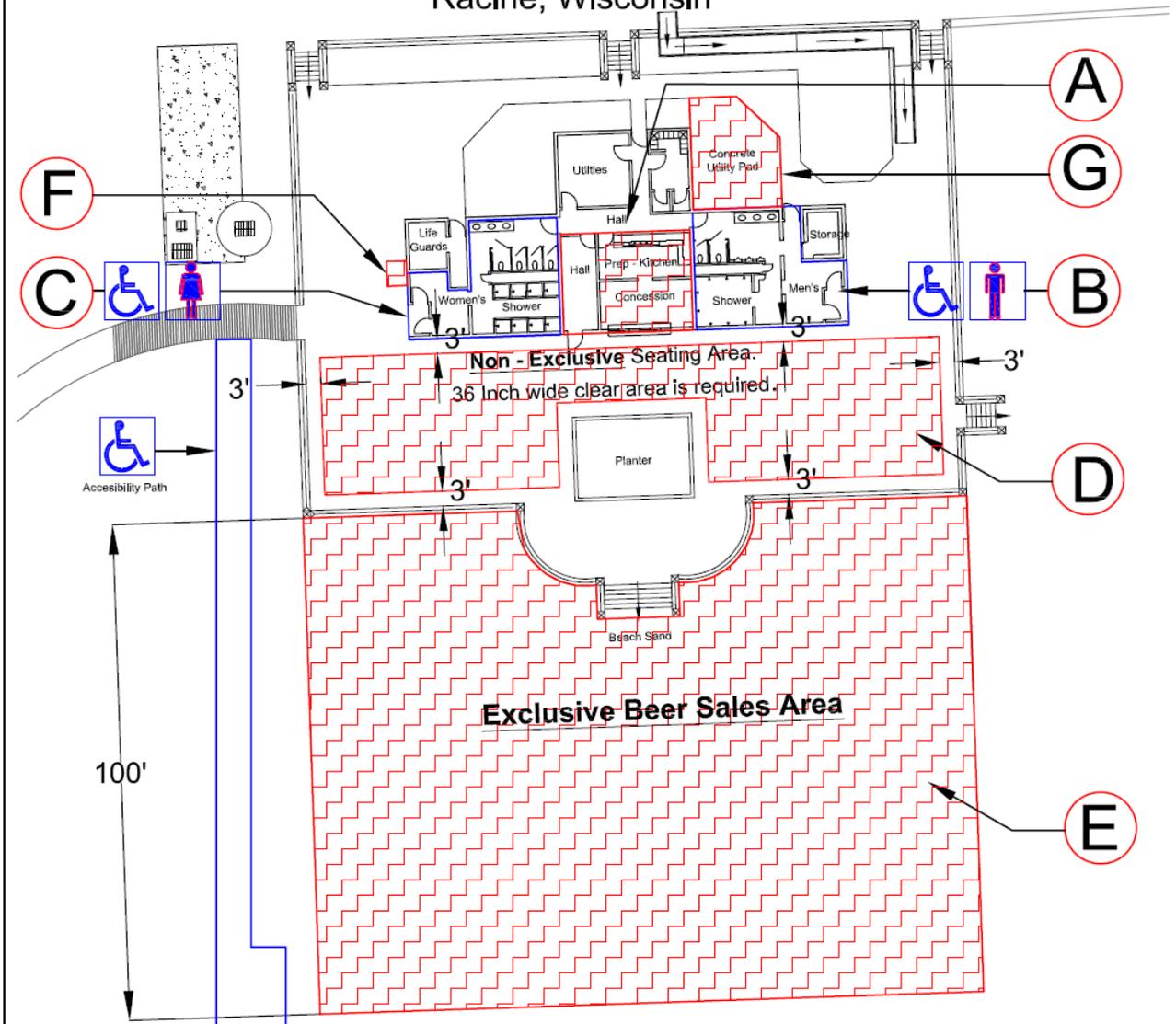
32. ADDITIONAL CONDITIONS

- A. Repaint rest rooms as needed.
- B. Repaint railings as needed.
- C. Plant flowers and other plants as needed in island.
- D. Blow down the deck and steps daily of sand as needed.
- E. Keep weeds from growing in the cracks of sidewalks.
- F. Recycle glass, cardboard, and cans.
- G. Provide security as needed to provide a fun, secure, family atmosphere.
- H. Provide the use of volleyball nets and balls to the general public.

- I. Maintain an updated website that links to City of Racine Parks Recreation and Cultural Services, Real Racine, Kids Cove, Racine Zoo, and other local businesses. Upcoming events at North Beach should be included on the website.
- J. Expand on level of activities offered at North Beach; i.e., Kids Craft Events, to Downtown Shop Gallery Evening, etc.
- K. Expand on variety of concessions offered; i.e., smoothies, vegetarian options, etc.

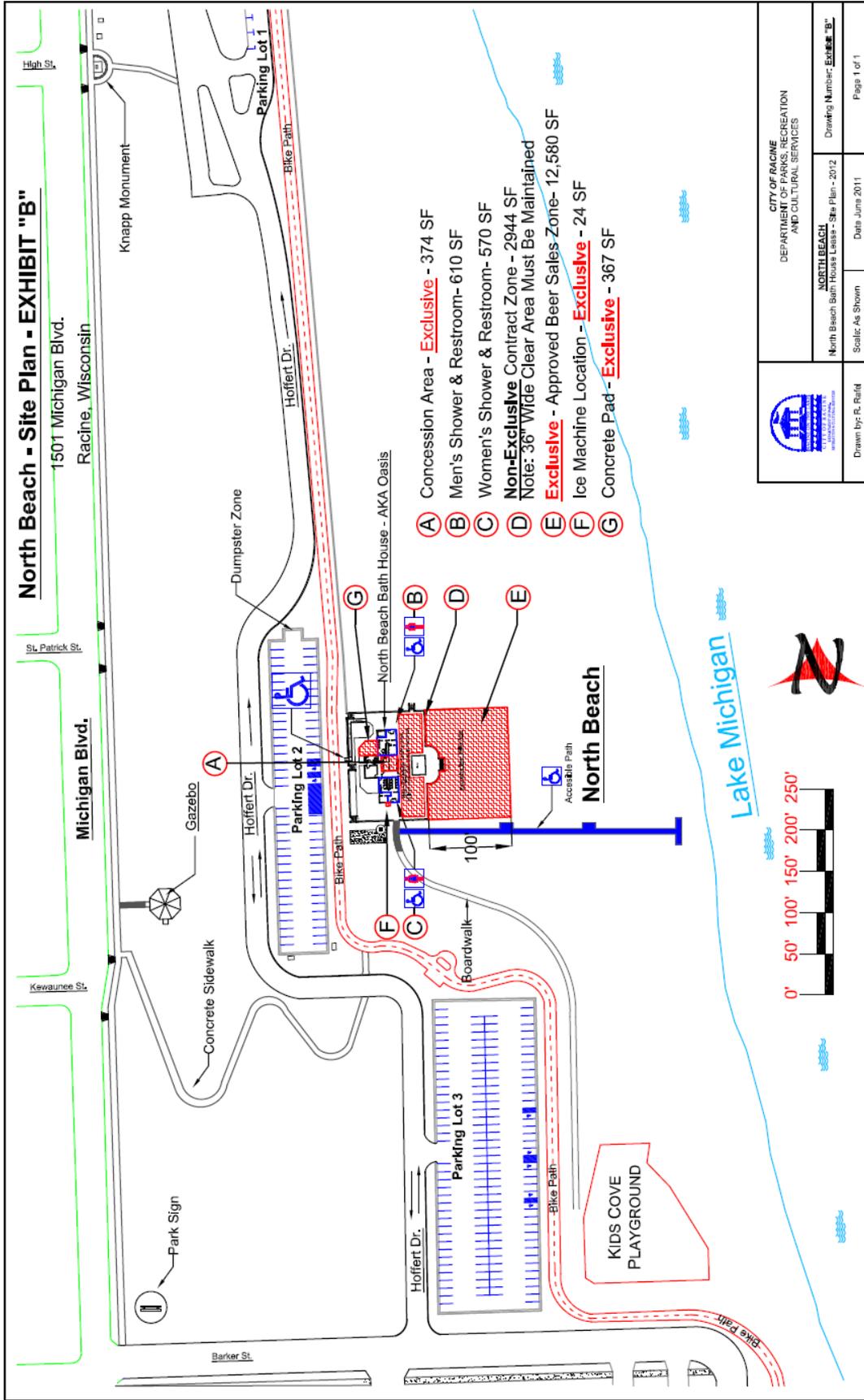
North Beach Bath House- Building Plan - EXHIBIT "A"

1501 Michigan Blvd.
Racine, Wisconsin



- (A) Concession Area - **Exclusive** - 524 SF
- (B) Men's Shower & Restroom- 610 SF
- (C) Women's Shower & Restroom- 570 SF
- (D) **Non - Exclusive** Contract Zone - 2944- SF
Note: 36" Clearance must be Maintained
- (E) **Exclusive** - Approved Alcohol Zone - 12,580 SF
- (F) Ice Machine Location - **Exclusive** - 24 SF
- (G) Concrete Pad - **Exclusive** - 367 SF

 CITY OF RACINE DEPARTMENT OF PARKS, RECREATION AND CULTURAL SERVICES	NORTH BEACH North Beach Bath House Lease • Building Plan • 2012		Drawing Number: Exhibit "A"
	Drawn by: R. Raffel	Scale: None	Date: June 2011



	CITY OF RACINE DEPARTMENT OF PARKS, RECREATION AND CULTURAL SERVICES	Drawing Number: Exhibit "B"
	NORTH BEACH North Beach Bath House Lease - Site Plan - 2012	Date: June 2011 Scale: As Shown

LEASE DETAIL
Monthly Report of Revenue

For Month of _____

	<u>Total</u>
Revenue	
Concession income – food	100.00
Concession income – beverages.....	200.00
Concession income – other.....	98.00
Other revenue	<u>110.00</u>
TOTAL REVENUE.....	508.00

Sample

Lease Payment @ _____ % _____

Exhibit "D"

**LEASE DETAIL
Year to Date Report of Revenue**

January 1 through _____, 20 _____

	Total
Revenue	
Concession income – food	100.00
Concession income – beverages	200.00
Concession income – other	98.00
Other revenue	<u>110.00</u>
YTD TOTAL REVENUE	508.00

Sample

PROPOSAL FORM

Proposal Title: OFFICIAL NOTICE #24-2016
Lease / Management Services for City of Racine
North Beach Bathhouse Concession

Proposal Submittal Due: December 7, 2016, 10:00 a.m. local time City of

Submit Proposal to: Racine Purchasing Agent
Room 105
730 Washington Ave.
Racine, Wisconsin 53403

Addendum Receipt: We acknowledge the receipt of
Addenda _____ to _____ inclusive.

The undersigned bidder, duly sworn, is an authorized representative of the firm named below; that the bidder has examined and carefully prepared the proposal from the plans and specifications and has checked the same in detail before submitting this proposal; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

Name of Firm

Street

City, State, Zip

Telephone

() Sole Trade () Partnership () Joint Venture () Corporation

Subscribed & sworn to before me this date

Signature of Notary Public

Signature of Bidder

Print or type name of Notary Public

Print or type name of Bidder

Date Commission Expires

Bidders Title

A. Lease Payment Percentages

Payment to City of Racine is to be based upon a percentage of gross revenues and paid to the City of Racine in monthly payments.

Five (5) year proposal:

2017 _____% _____percent of Gross Revenue

2018 _____% _____percent of Gross Revenue

2019 _____% _____percent of Gross Revenue

2020 _____% _____percent of Gross Revenue

2021 _____% _____percent of Gross Revenue

Option _____% _____percent of Gross Revenue

Option _____% _____percent of Gross Revenue

Option _____% _____percent of Gross Revenue

B. Additional Commitments

Attach any additional proposed commitments and / or maintenance item to be accomplished over and above the requirements and standards set hereto.

C. Bidder's Experience

1. Provide a clear narrative statement, which indicates the bidder's past performance and familiarity with the work to be conducted.
2. Attach list of officers of your firm and the principle members of your personnel with brief statement of background and experience of each.
3. Include comments on the ability of the firm and key personnel to carry out the terms of the contract in regards to:
 - a. Service to the general public in an effective and courteous manner.
 - b. Hiring practices of competent and able employees to operate and maintain the North Beach Bathhouse Concession.
 - c. Knowledge and understanding of the principles, standards and practices of management and the implementation and utilization of such principles and practices in the operation of the leased facilities.

D. Bidder's Proof of Responsibility

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Bidder _____

Address _____

Date Organized _____ Where Incorporated _____

1. How many years have you been engaged in business under the present firm's name?
_____ years

2 Same business under a former name? _____

3 List of Current Contracts _____

Business Name: _____

Owner's name _____

Owner's address _____

Owner's Representative: _____

Owner's Telephone: _____ Contract Term: _____

Expiration Date: _____

Business Name: _____

Owner's name _____

Owner's address _____

Owner's Representative: _____

Owner's Telephone: _____ Contract Term: _____

Expiration Date: _____

4 What is the general character of the work performed by your firm?

5 Have you ever failed to complete any work awarded to you? YES _____ NO _____

If "YES", attach statement providing location and reason.

6 Have you ever defaulted on a contract? YES _____ NO _____

If "YES", attach statement providing location and reason.

7. List 3 similar contracts/work completed by your firm giving the type of work and approximate cost.

Business name: _____

Owner's name _____

Owner's address _____

Owner Representative: _____

Owner's Telephone: _____ Contract Amount: _____

Type of Work: _____

Business name: _____

Owner's name _____

Owner's address _____

Owner Representative: _____

Owner Telephone: _____ Contract Amount: _____

Type of Work: _____

Business name: _____

Owner's name _____

Owner's address _____

Owner's Representative: _____

Owner's Telephone: _____ Contract Amount: _____

Type of Work: _____

Attach any additional contract information

E. Financial Responsibility

Attach written evidence, preferably from your bank, of credit available to you. Note: Financial information will be kept confidential by the City of Racine.

FINANCIAL STATEMENT:

At close of business on _____, 20__

Accounts Receivable	\$ _____
Real Estate	\$ _____
Materials in Stock	\$ _____
Equipment	\$ _____
Furniture, Fixtures	\$ _____
Other Assets	\$ _____

TOTAL ASSETS: \$ _____

Accounts, Notes & Interest Payable	\$ _____
Other Liabilities	\$ _____

TOTAL LIABILITIES: \$ _____

NET WORTH: \$ _____

Additional or explanatory information on the above may be submitted if desired.

Dated at _____ on _____, 20__

Firm Name: _____

By: _____

State of _____

County of _____

_____ being duly sworn, says he is

_____ of _____

and that all answers to the foregoing questions and all statements attached are true and correct

Subscribed and sworn before me Signed _____

this ____ day of _____, 20__

Notary Public, Racine County, WI

Signed _____